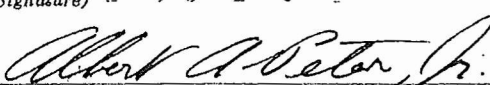


GENERAL SERVICES ADMINISTRATION		1. LICENSE NUMBER
REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY		10PRA-L-63
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.		
CHICAGO, ILL. (INC. UNDER LAWS OF WIS.) GREAT NORTHERN RAILWAY COMPANY NORTHERN PACIFIC RAILWAY COMPANY OREGON-WASHINGTON RAILROAD & NAVIGATION CO. - UNION PACIFIC RAILROAD CO.		CHICAGO, ILL. (INC. UNDER LAWS OF WIS.) ST. PAUL, MINN. (INC. UNDER LAWS OF MINN.) ST. PAUL, MINN. (INC. UNDER LAWS OF WIS.) OMAHA, NEBRASKA. (INC. UNDER LAWS OF UTAH)
4. PROJECT DESIGNATION AND ADDRESS		5. MAXIMUM PERIOD COVERED
		UNTIL FROM 4/1/68 TO REVOKED
6. CONSIDERATION		
\$ MUTUAL BENEFIT		
7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit _____, attached hereto and made a part hereof.)		
LEAD TRACKS AT FORMER AUBURN GENERAL DEPOT, AS SHOWN ON EXHIBIT A TO LEAD TRACK AGREEMENT BETWEEN THE PARTIES DATED AS OF APRIL 1, 1968.		
8. PURPOSE OF LICENSE		
TO ALLOW THE RAILROADS TO PROVIDE SWITCHING SERVICES TO OCCUPANTS OF THE FORMER AUBURN GENERAL DEPOT.		
9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:		
I. SPECIAL CONDITIONS		
a. 1. USE OF THE TRACKS SHALL BE IN ACCORDANCE WITH THE ABOVE-REFERENCED LEAD TRACK AGREEMENT. 2. LICENSE No. GS-10B-C-00978, EFFECTIVE OCTOBER 1, 1964, BETWEEN THE PARTIES IS HEREBY TERMINATED. 3. THIS LICENSE MAY BE CANCELLED BY EITHER PARTY AT ANY TIME ON 60 DAYS' WRITTEN NOTICE. 4. ENCLOSURE ENTITLED "ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964" IS ATTACHED AND BY REFERENCE IS MADE A PART HEREOF.		
II. GENERAL CONDITIONS		
a. COMPLIANCE. Any use made of the property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration. b. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein. c. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of governmental departments and bureaus. d. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to the General Services Administration.		

- e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of the General Services Administration and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to the General Services Administration upon demand.
- f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by the General Services Administration.
- h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i. **NOTICE.** Any property of the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from the General Services Administration.
- j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to the General Services Administration.
- k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to the General Services Administration.
- l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by licensee.
- m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as the General Services Administration may hereafter prescribe.
- n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of the General Services Administration.
- o. That condition(s) No. (s) _____ was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED AS OF THE 1st DAY OF APRIL 1968	ACCEPTED THIS _____ DAY OF _____ 19____
BY (Signature) 	BY (Signature) (SIGNATURE PAGE ATTACHED)
TITLE ALBERT A. PETER, JR., REGIONAL DIRECTOR, PUBLIC BUILDINGS SERVICE, GSA	TITLE

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, _____, certify that I am the _____
Secretary of the corporation named as licensee herein; that _____
who signed said license on behalf of the licensee was then _____
of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(Signature)

CHICAGO, MILWAUKEE, ST. PAUL &
PACIFIC RAILROAD COMPANY

ATTEST:

G. P. Pottinger
Assistant Secretary

By *John G. Quinn*

TITLE VICE PRESIDENT - OPERATION

GREAT NORTHERN RAILWAY COMPANY

ATTEST:

Thomas J. [unclear]
Secretary

By *C. L. Larson*

TITLE Vice President

NORTHERN PACIFIC RAILWAY COMPANY

ATTEST:

Lloyd A. [unclear]

By *N. W. [unclear]*

TITLE VICE PRESIDENT

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

ATTEST:

L. J. [unclear]
Assistant Secretary

By *J. J. [unclear]*

TITLE Vice President